

4.16 Extension of Birmingham/Tuscaloosa Put Right. TeleCorp and AWS hereby agree that, in the event that this Agreement is terminated pursuant to Article VI hereof, the Put Right of TeleCorp, as such term is defined in that certain letter to AWS from TeleCorp, dated October 20, 2000, with respect to a 10MHz PCS license in each of the Birmingham, AL BTA and the Tuscaloosa, AL BTA, shall be exercisable through the fifth day following such termination.

ARTICLE V

CLOSING CONDITIONS

5.1 Conditions to Obligations of TeleCorp and AWS to Effect the Merger. The respective obligations of TeleCorp and AWS to effect the Merger shall be subject to the satisfaction at or prior to the Closing Date of each of the following conditions:

(a) Stockholder Approval of TeleCorp. The Required Stockholder Approval shall have been received.

(b) Registration Statement Effective; Proxy Statement. The SEC shall have declared the Registration Statement effective. No stop order suspending the effectiveness of the Registration Statement or any part thereof shall have been issued and be in effect and no proceeding for that purpose, and no similar proceeding with respect of the Proxy Statement, shall have been initiated or threatened in writing by the SEC and not concluded or withdrawn.

(c) No Order. No Governmental Authority shall have enacted, issued, promulgated, enforced or entered any statute, rule, regulation, executive order, decree, injunction or other Order (whether temporary, preliminary or permanent) which is in effect and which has the effect of prohibiting consummation of the Merger.

(d) HSR Act. Any waiting period applicable to the consummation of the Mergers under the HSR Act shall have expired or been terminated.

(e) NYSE Listing. The shares of AWS Common Stock issuable to the stockholders of TeleCorp in the Merger shall have been authorized for listing on the New York Stock Exchange upon official notice of issuance.

5.2 Additional Conditions to Obligations of TeleCorp. The obligation of TeleCorp to consummate the Merger shall be subject to the satisfaction at or prior to the Closing Date of each of the following conditions, any of which may be waived, in writing, exclusively by TeleCorp:

(a) Representations and Warranties; Agreements and Covenants. (i) AWS shall have performed or complied with in all material respects its covenants and agreements under this Agreement that are required to be performed or complied with prior to the Closing, (ii) the representations and warranties of AWS contained in this Agreement (other than those referred to in clause (iii) below) shall have been true and correct as of the date of this Agreement and as of the Closing (except for those representations and warranties which expressly address matters only as of the date of this Agreement or any other particular date, which shall be true and

correct in all respects only as of such date), except to the extent that any failures of such representations and warranties to be true and correct, individually or when aggregated with any other such failures, does not constitute an AWS Material Adverse Effect (it being understood that, for purposes of determining the truth and correctness of such representations and warranties, all "AWS Material Adverse Effect" qualifications and other qualifications based on the word "material" or similar phrases contained in such representations and warranties shall be disregarded); (iii) the representations and warranties of AWS contained in Sections 3.3, 3.4 and 3.5(a)(i) shall have been true and correct in all material respects as of the date of this Agreement and as of the Closing (except for those representations and warranties which expressly address matters only as of the date of this Agreement or any other particular date, which shall be true and correct in all material respects only as of such date); and (iv) and TeleCorp shall have received a certificate of a duly authorized officer of AWS to the effects set forth in clauses (i), (ii) and (iii) above.

(b) Tax Opinion. TeleCorp shall have received an opinion of Cadwalader, Wickersham & Taft, dated as of the date of the Effective Time and, if necessary, dated as of the date the Form S-4 shall become effective, in form and substance reasonably satisfactory to TeleCorp based upon facts, representations and assumptions set forth in such opinion, substantially to the effect that for federal income tax purposes the Merger or the combination of the Merger and the Follow-On Merger, as applicable, will qualify as a reorganization within the meaning of Section 368(a) of the Code. In rendering such opinion or opinions, as the case may be, Cadwalader, Wickersham & Taft may require and shall be entitled to rely upon customary representations contained in certificates of officers of AWS, Merger Sub and TeleCorp substantially in the form of Exhibits D and E hereto, allowing for such amendments to the representations of AWS and TeleCorp as counsel to AWS or TeleCorp, respectively, deems reasonably necessary.

(c) Regulatory Approvals. All Required Governmental Approvals (including all required consents of the FCC to all matters contemplated by the Merger) shall have been obtained.

5.3 Additional Conditions to the Obligations of AWS. The obligations of AWS to consummate the Merger shall be subject to the satisfaction at or prior to the Closing Date of each of the following conditions, any of which may be waived, in writing, exclusively by AWS:

(a) Representations and Warranties; Agreements and Covenants. (i) TeleCorp shall have performed or complied with in all material respects its covenants and agreements under this Agreement that are required to be performed or complied with prior to the Closing, (ii) the representations and warranties of TeleCorp contained in this Agreement (other than those referred to in clause (iii) below) shall have been true and correct as of the date of this Agreement and as of the Closing (except for those representations and warranties which expressly address matters only as of the date of this Agreement or any other particular date, which shall be true and correct in all respects only as of such date), except to the extent that any failures of such representations and warranties to be true and correct, individually or when aggregated with any other such failures, does not constitute a TeleCorp Material Adverse Effect (it being understood that, for purposes of determining the truth and correctness of such representations and

warranties, all “TeleCorp Material Adverse Effect” qualifications and other qualifications based on the word “material” or similar phrases contained in such representations and warranties shall be disregarded); (iii) the representations and warranties of TeleCorp contained in Sections 2.3, 2.4, 2.5, 2.6(a)(i) and 2.23 shall have been true and correct in all material respects as of the date of this Agreement and as of the Closing (except for those representations and warranties which expressly address matters only as of the date of this Agreement or any other particular date, which shall be true and correct in all material respects only as of such date); and (iv) and AWS shall have received a certificate of a duly authorized officer of TeleCorp to the effects set forth in clauses (i), (ii) and (iii) above.

(b) Tax Opinion. AWS shall have received an opinion of Wachtell, Lipton, Rosen & Katz, dated as of the date of the Effective Time and, if necessary, dated as of the date the Form S-4 shall become effective, in form and substance reasonably satisfactory to AWS based upon facts, representations and assumptions set forth in such opinion, substantially to the effect that that for federal income tax purposes the Merger or the combination of the Merger and the Follow-On Merger, as applicable, will qualify as a reorganization within the meaning of Section 368(a) of the Code. In rendering such opinion or opinions, as the case may be, Wachtell, Lipton, Rosen & Katz may require and shall be entitled to rely upon customary representations contained in certificates of officers of AWS, Merger Sub and TeleCorp substantially in the form of Exhibits D and E hereto, allowing for such amendments to the representations of AWS and TeleCorp as counsel to AWS or TeleCorp, respectively, deems reasonably necessary.

(c) Consents. AWS and TeleCorp shall have obtained the consent or approval of any Person (excluding any Governmental Authority) whose consent or approval shall be required under any agreement or instrument in order to permit the consummation of the transactions contemplated hereby except those which the failure to obtain would not, individually or in the aggregate, have a TeleCorp Material Adverse Effect or an AWS Material Adverse Effect.

(d) Regulatory Approvals. All Required Governmental Approvals (including all required consents of the FCC to all matters contemplated by the Merger) shall have been obtained pursuant to Final Orders, free of any conditions that AWS would not be required to accept pursuant to Section 4.8, and all other consents, approval, authorizations or filings the absence of which could reasonably be expected to have a TeleCorp Material Adverse Effect or AWS Material Adverse Effect if the Closing were to occur shall have been obtained or made. For the purposes of this Agreement, “Final Order” means an action or decision that has been granted by the relevant Governmental Authority as to which (A) no request for a stay or similar request is pending, no stay is in effect, the action or decision has not been vacated, reversed, set aside, annulled or suspended and any deadline for filing such request that may be designated by statute or regulation has passed, (B) no petition for rehearing or reconsideration or application for review is pending and the time for the filing of any such petition or application has passed, (C) the relevant Governmental Authority does not have the action or decision under reconsideration on its own motion and the time within which it may effect such reconsideration has passed and (D) no appeal is pending, including other administrative or judicial review, or in effect and any deadline for filing any such appeal that may be designated by statute or rule has passed.

(e) Dissenting Shares. The Dissenting Shares shall not represent more than 5% of the voting power of the outstanding TeleCorp Capital Stock.

(f) Management Agreement. The Management Agreement shall have been terminated as contemplated by Section 4.8(h).

(g) Unfunded Commitment. The unfunded commitment of certain cash equity investors of TeleCorp under the TeleCorp Stock Purchase Agreement, dated January 23, 1998, as amended, shall have been called by TeleCorp on or before January 15, 2002.

ARTICLE VI

TERMINATION

6.1 General. This Agreement may be terminated and the transactions contemplated hereby may be abandoned at any time prior to the Effective Time notwithstanding approval thereof by the stockholders of TeleCorp:

(a) by mutual written consent duly authorized by the Boards of TeleCorp and AWS;

(b) by TeleCorp or AWS if the Closing shall not have occurred on or before August 7, 2002 (the "Outside Date"); provided, however, that if the Merger shall not have been consummated by such date solely due to the waiting period (or any extension thereof) or approvals under the HSR Act or approvals or consent of the FCC not having expired or been terminated or received, then such date shall be extended to March 7, 2003; and provided, further, that the right to terminate this Agreement under this Section 6.1(b) shall not be available to any party whose failure to fulfill any material obligation under this Agreement has been the cause of, or resulted in, the failure of the Closing to occur before such date;

(c) by TeleCorp, if AWS shall have breached in any material respect any of its representations or warranties or failed to perform in any material respect any of its covenants or other agreements contained in this Agreement, which breach or failure to perform (1) is incapable of being cured by AWS prior to the Outside Date and (2) renders any condition under Sections 5.1 or 5.2 incapable of being satisfied prior to the Outside Date;

(d) by AWS, if TeleCorp shall have breached in any material respect any of its representations or warranties or failed to perform in any material respect any of its covenants or other agreements contained in this Agreement, which breach or failure to perform (1) is incapable of being cured by TeleCorp prior to the Outside Date and (2) renders any condition under Sections 5.1 or 5.3 incapable of being satisfied prior to the Outside Date;

(e) by TeleCorp or AWS, upon written notice to the other party, if a Governmental Authority of competent jurisdiction shall have issued an Order or taken any other action (which Order or other action the party seeking to terminate shall have used all of its reasonable efforts to resist, resolve or lift, as applicable, subject to the provisions of Section 4.8) enjoining or otherwise prohibiting the consummation of the transactions contemplated by this Agreement, and such Order shall have become final and non-appealable; provided, however, that

the party seeking to terminate this Agreement pursuant to this clause (e) has fulfilled its obligations under Section 4.8;

(f) by AWS if (i) the Board of Directors of TeleCorp shall have withdrawn or changed or modified the Directors' Recommendation in a manner adverse to AWS; (ii) the Board of Directors of TeleCorp or the Disinterested Directors thereof shall have approved, or determined to recommend to the shareholders of TeleCorp that they approve an Acquisition Proposal other than that contemplated by this Agreement; (iii) for any reason TeleCorp fails to call or hold the TeleCorp Shareholders Meeting within six months of the date hereof (provided that if the Registration Statement shall not have become effective for purposes of the Federal securities laws by the date that is 20 business days prior to the date that is five months from the date hereof, then such six month period shall be extended by the number of days from that elapse from the end of the five-month period until the effective date of the Registration Statement); and

(g) by TeleCorp or AWS, if the Required Stockholder Approval shall not have been received at a duly held meeting of the stockholders of TeleCorp called for such purpose (including any adjournment or postponement thereof).

6.2 Obligations in Event of Termination. In the event of any termination of this Agreement as provided in Section 6.1, this Agreement shall forthwith become wholly void and of no further force and effect and there shall be no liability on the part of TeleCorp or AWS, except that the obligations of the parties, the last sentence of Section 4.1, Section 6.3, Section 8.2 and this Section 6.2 shall remain in full force and effect, and except that termination shall not preclude any party from suing the other party for willful breach of this Agreement.

6.3 Termination Fees.

(a) If:

(i) AWS shall terminate this Agreement pursuant to Section 6.1(f)(iii); or

(ii) either AWS or TeleCorp shall terminate this Agreement pursuant to Section 6.1(g); or

(iii) AWS shall terminate this Agreement pursuant to Section 6.1(d) and prior to such termination any offer or proposal (or intent to make any offer or proposal) that would be an Acquisition Proposal shall have been announced or otherwise publicly disclosed and not withdrawn;

then, (1) in the case of a termination by AWS under clause (i) or clause (ii), TeleCorp shall pay to AWS, not later than the close of business on the Business Day following such termination an amount equal to \$65,000,000 (the "Termination Fee"); (2) in the case of a termination by TeleCorp under clause (ii) TeleCorp shall pay to AWS, not later than, and as a condition precedent to, termination of this Agreement, an amount equal to the Termination Fee; and (3) in the case of a termination by AWS under clause (iii), if within 12 months after the termination of this Agreement TeleCorp enters into an agreement with respect of an Acquisition Proposal with any Person (other than AWS or its Subsidiaries) or an Acquisition Proposal is consummated (it being understood that in the event the Board of Directors of TeleCorp recommends the

acceptance by the TeleCorp stockholders of a tender offer or exchange offer with respect to an Acquisition Proposal, such recommendation shall be treated as though an agreement with respect to an Acquisition Proposal had been entered into on such date), TeleCorp shall pay to AWS, not later than the date such agreement is entered into, an amount equal to the Termination Fee. For purposes of this Section 6.3, a proposal or offer will be deemed to have been publicly disclosed, without limitation, if it becomes known to holders of a majority of the voting power of the TeleCorp Capital Stock.

(b) All payments and reimbursements made under this Section 6.3 shall be made by wire transfer of immediately available funds to an account specified by AWS.

ARTICLE VII

NO SURVIVAL

7.1 No Survival of Representations and Warranties. All representations and warranties of the Parties in this Agreement or in any instrument delivered pursuant to this Agreement shall terminate at the Effective Time.

ARTICLE VIII

MISCELLANEOUS

8.1 Public Announcements. TeleCorp and AWS shall use all reasonable efforts to develop a joint communications plan and each party shall use all reasonable efforts to ensure that, all press releases and other public statements with respect to the transactions contemplated hereby shall be consistent with such joint communications plan. Unless otherwise required by applicable law or by obligations pursuant to any listing agreement with or rules of any securities exchange, TeleCorp shall consult with, and use all reasonable efforts to accommodate the comments of, before issuing any press release or otherwise making any public statement with respect to this Agreement or the transactions contemplated hereby.

8.2 Fees and Expenses. Except as set forth in this Section 8.2, all fees and expenses, including Taxes, incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such expenses whether or not the Merger is consummated; provided, however, that TeleCorp and AWS shall share equally all fees and expenses, other than attorneys' and accountants' fees and expenses, incurred in relation to the printing and filing with the SEC of the Registration Statement and Proxy Statement and any amendments or supplements thereto.

8.3 Notices. All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, sent via facsimile or mailed, first class mail, postage prepaid, return receipt requested, or by overnight courier as follows:

If to TeleCorp:

TeleCorp PCS, Inc.
1010 North Glebe Road
Suite 800
Arlington, VA 22201
Attention: Tom Sullivan, Executive Vice President
Fax: 703-236-1376

with a copy to:

Cadwalader Wickersham & Taft
100 Maiden Lane
New York, NY 10038
Attention: Brian Hoffmann, Esq.
Fax: (212) 504-6666

and a copy to:

Richards, Layton & Finger
One Rodney Square
Wilmington, Delaware 19801
Attention: C. Stephen Bigler, Esq.
Fax: (302) 784-7017

If to AWS:

AT&T Wireless Services, Inc.
Building 1
7277 164th Avenue, N.E.
Redmond, WA 98052
Attention: Gregory P. Landis, Esq.
Fax (425) 580-8333

with a copy to:

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, NY 10019
Attention: Steven A. Rosenblum, Esq.
Fax: (212) 403-2000

and a copy to:

Friedman Kaplan Seidler & Adelman LLP
875 Third Avenue
New York, NY 10022
Attention: Gregg S. Lerner, Esq.
Fax: (212) 355-6401

or to such other address as either party shall have specified by notice in writing to the other party. All such notices, requests, demands and communications shall be deemed to have been received on the date of personal delivery, upon the transmission and confirmation of the facsimile, on the third business day after the mailing thereof or on the first day after delivery by overnight courier.

8.4 Certain Definitions. For purposes of this Agreement, the term:

(a) “Affiliate” means a Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, the first mentioned Person;

(b) “Court” means any court or arbitration tribunal of the United States, any domestic state, or any foreign country, and any political subdivision thereof;

(c) “Environmental Laws” means any Law pertaining to: (i) the protection of the indoor or outdoor environment; (ii) the conservation, management or use of natural resources and wildlife; (iii) the protection or use of surface water and ground water; (iv) the management, manufacture, possession, presence, use, generation, transportation, treatment, storage, disposal, emission, discharge, release, threatened release, abatement, removal, remediation or handling of, or exposure to, any Hazardous Material; (v) zoning; or (vi) pollution of air, land, surface water and ground water; and includes, without limitation, the Comprehensive Environmental, Response, Compensation, and Liability Act of 1980, as amended, and the Regulations promulgated thereunder and the Solid Waste Disposal Act, as amended, 42 U.S.C. §§ 6901 et seq.;

(d) “Foreign Competition Laws” means any foreign statutes, rules, regulations, Orders, administrative and judicial directives, and other foreign Laws, that are designed or intended to prohibit, restrict or regulate actions having the purpose or effect of monopolization, lessening of competition or restraint of trade;

(e) “Governmental Authority” means any governmental, legislature agency or authority (other than a Court) of the United States, any domestic state, or any foreign country, and any political subdivision or agency thereof, and includes any authority having governmental or quasi-governmental powers, including any taxing authority, administrative agency or commission;

(f) “Hazardous Material” means any substance, chemical, compound, product, solid, gas, liquid, waste, by-product, pollutant, contaminant or material which is hazardous or toxic and is regulated under any Environmental Law, and includes without limitation, asbestos or any substance containing asbestos, polychlorinated biphenyls or petroleum

(including crude oil or any fraction thereof), or any substance defined or regulated as a “hazardous material”, “hazardous waste”, “hazardous substance”, “toxic substance”, or similar term under any Environmental Law or regulation promulgated thereunder;

(g) “Law” means all laws, statutes, ordinances and Regulations of any Governmental Authority including all decisions of Courts having the effect of law in each such jurisdiction;

(h) “Lien” means any mortgage, pledge, security interest, attachment, encumbrance, lien (statutory or otherwise), option, conditional sale agreement, right of first refusal, first offer, termination, participation or purchase or charge of any kind (including any agreement to give any of the foregoing); provided, however, that the term “Lien” shall not include (i) statutory liens for Taxes, which are not yet due and payable or are being contested in good faith by appropriate proceedings, (ii) statutory or common law liens to secure landlords, lessors or renters under leases or rental agreements confined to the premises rented, (iii) deposits or pledges made in connection with, or to secure payment of, workers’ compensation, unemployment insurance, old age pension or other social security programs mandated under applicable Laws, (iv) statutory or common law liens in favor of carriers, warehousemen, mechanics and materialmen, to secure claims for labor, materials or supplies and other like liens, and (v) restrictions on transfer of securities imposed by applicable state and federal securities Laws;

(i) “Litigation” means any suit, action, arbitration, cause of action, claim, complaint, criminal prosecution, investigation, demand letter, governmental or other administrative proceeding, whether at law or at equity, before or by any Court or Governmental Authority, before any arbitrator or other tribunal;

(j) “Order” means any judgment, order, writ, injunction, ruling or decree of, or any settlement under the jurisdiction of any Court or Governmental Authority;

(k) “Parties” shall mean the signatories to this Agreement;

(l) “Person” means an individual, corporation, partnership, association, trust, unincorporated organization, limited liability company, other entity or group (as defined in Section 13(d)(3) of the Exchange Act);

(m) “Regulation” means any rule, regulation, order or binding interpretation of any Governmental Authority; and

(n) “Subsidiary” or “Subsidiaries” of any corporation, partnership, joint venture, limited liability company or other legal entity of which such Person (either alone or through or together with any other Subsidiary) owns, directly or indirectly, 50% or more of the economic interests in, or voting rights with respect to the election of the board of directors or other governing body of, such corporation or other legal entity.

(o) “3G” shall mean third generation mobile communications systems that are, or are based on technology that is, defined as IMT-2000 by the International Telecommunications Union.

8.5 Interpretation. When a reference is made in this Agreement to Sections, subsections, Schedules or Exhibits, such reference shall be to a Section, subsection, Schedule or Exhibit to this Agreement unless otherwise indicated. The words "include," "includes" and "including" when used herein shall be deemed in each case to be followed by the words "without limitation." The word "herein" and similar references mean, except where a specific Section or Article reference is expressly indicated, the entire Agreement rather than any specific Section or Article.

8.6 Entire Agreement. This Agreement, the Confidentiality Agreement and the Related Agreements, including the Exhibits and Schedules hereto, constitute the entire agreement between the parties hereto and supersedes all prior agreements and understanding, oral and written, between the parties hereto with respect to the subject matter hereof.

8.7 Binding Effect; Benefit. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Except as otherwise provided in Section 4.14, nothing in this Agreement, expressed or implied, is intended to confer on any Person other than the parties hereto or their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

8.8 Assignability. This Agreement shall not be assignable by any Party without the prior written consent of the other Parties (except that AWS may designate by written notice another wholly owned Subsidiary in lieu of Merger Sub).

8.9 Amendment; Waiver. This Agreement may be amended, supplemented or otherwise modified only by a written instrument executed by all the Parties. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and executed by the Party so waiving. Except as provided in the preceding sentence, no action taken pursuant to this Agreement, including without limitation, any investigation by or on behalf of any Party, shall be deemed to constitute a waiver by the Party taking such action of compliance with any representations, warranties, covenants or agreements contained herein, and in any documents delivered or to be delivered pursuant to this Agreement and in connection with the Closing hereunder. The waiver by any Party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

8.10 Section Headings; Table of Contents. The section headings contained in this Agreement and the table of contents to this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

8.11 Severability. If any provision of this Agreement shall be declared by any court of competent jurisdiction to be illegal, void or unenforceable, all other provisions of this Agreement shall not be affected and shall remain in full force and effect.

8.12 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

8.13 GOVERNING LAW; JURISDICTION AND SERVICE OF PROCESS. **THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED**

AND ENFORCED IN ACCORDANCE WITH, THE DOMESTIC LAWS OF THE STATE OF DELAWARE WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW PROVISION OR RULE (WHETHER OF THE STATE OF DELAWARE OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF DELAWARE. EACH OF THE PARTIES HERETO IRREVOCABLY AGREES THAT ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR FOR RECOGNITION AND ENFORCEMENT OF ANY JUDGMENT IN RESPECT HEREOF BROUGHT BY ANY OTHER PARTY HERETO OR ITS SUCCESSORS OR ASSIGNS SHALL BE BROUGHT AND DETERMINED IN THE COURTS OF THE STATE OF DELAWARE, AND EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY SUBMITS WITH REGARD TO ANY SUCH ACTION OR PROCEEDING FOR ITSELF AND IN RESPECT TO ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, TO THE NONEXCLUSIVE JURISDICTION OF THE AFORESAID COURTS. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, AND AGREES NOT TO ASSERT, BY WAY OF MOTION, AS A DEFENSE, COUNTERCLAIM OR OTHERWISE, IN ANY ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT, ANY CLAIM (A) THAT IT IS NOT PERSONALLY SUBJECT TO THE JURISDICTION OF THE ABOVE-NAMED COURTS FOR ANY REASON, (B) THAT IT OR ITS PROPERTY IS EXEMPT OR IMMUNE FROM JURISDICTION OF ANY SUCH COURT OR FROM ANY LEGAL PROCESS COMMENCED IN SUCH COURTS (WHETHER THROUGH SERVICE OF JUDGMENT, EXECUTION OF JUDGMENT, OR OTHERWISE), OR (C) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THAT (I) THE SUIT, ACTION OR PROCEEDING IN SUCH COURT IS BROUGHT IN AN INCONVENIENT FORUM, (II) THE VENUE OF SUCH SUIT, ACTION OR PROCEEDING IS IMPROPER AND (III) THIS AGREEMENT, OR THE SUBJECT MATTER HEREOF, MAY NOT BE ENFORCED IN OR BY SUCH COURTS.

8.14 WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first above written.

TELECORP PCS, INC.

By: /s/ Thomas M. Sullivan

Name: Thomas M. Sullivan

Title: Chief Financial Officer &
Executive Vice President

AT&T WIRELESS SERVICES, INC.

By: /s/ John D. Zeglis

Name: John D. Zeglis

Title: Chairman and Chief Executive Officer

TL ACQUISITION CORP.

By: /s/ William W. Hague

Name: William W. Hague

Title: President

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The proposed transferee, AT&T Wireless Services, Inc., submitted an updated FCC Form 602, FCC Ownership Disclosure Information For The Wireless Telecommunications Services, on October 19, 2001, with the Commission's offices in Gettysburg, Pennsylvania. 47 C.F.R. § 1.919(b)(3).

WAIVER REQUEST

Applicants AT&T Wireless Services, Inc. ("AT&T Wireless"), TeleCorp PCS, Inc. ("TeleCorp"), and the TeleCorp licensee subsidiaries (collectively, "TeleCorp Subs")¹ hereby request a waiver of the electronic filing rule of Section 1.913(b) of the FCC's rules, 47 C.F.R. §1.913(b), to permit this transfer of control to be filed manually on FCC Form 603. As discussed herein, the requested transfer of control is part of a larger transaction whereby TeleCorp will be merged into a subsidiary of AT&T Wireless, and transfer of control applications are being filed on the Universal Licensing System ("ULS") to seek appropriate consents for all of the TeleCorp Subs. Two of the TeleCorp Subs, Tritel A/B Holding Corp. ("Tritel A/B") and TeleCorp Holding Corp. II, L.L.C. ("THC-II"), have currently pending transactions that are not yet consummated, much less reflected on ULS. Because the parties therefore cannot seek transfers of control consent with respect to those licenses electronically, the parties have filed manual transfer of control applications and good grounds exist for grant of a waiver of the ULS filing rule.

Currently, TeleCorp Subs have received consents from the FCC to consummate the following transactions:

- On October 10, 2001, Tritel A/B received FCC consent for the assignment of a disaggregated 10 MHz from WPOH940, a partition of the American Wireless License Group, LLC authorization in the New Orleans MTA (File No. 0000505527). Specifically, WPOH940

¹ The TeleCorp licensee subsidiaries include TeleCorp Holding Corp. II, L.L.C.; TeleCorp PCS, L.L.C.; TeleCorp of Puerto Rico, Inc.; TeleCorp Communications, Inc.; Wisconsin Acquisition Corp.; Tritel A/B Holding Corp.; Tritel C/F Holding Corp.; AirCom PCS, Inc.; DigiCall, Inc.; DigiCom, Inc.; and QuinCom, Inc. Separate FCC Form 603 applications are being simultaneously filed for each licensee subsidiary.

comprises the entire B Block in the Hattiesburg, MS (BTA186) and Laurel, MS (BTA246) BTAs, and the consent contemplates the disaggregation and assignment to Tritel A/B of 10 MHz (1880-1885 MHz and 1960-1965 MHz) from WPOH940 throughout those two BTAs. The parties anticipate closing this transaction following administrative finality.

- On August 24, 2001, THC-II received FCC consent for the assignment of a previously disaggregated and partitioned 20 MHz C Block authorization in the Sioux City, IA (421) BTA from North West Rural Electric Cooperative ("NWREC") (File No. 0000464621). The parties intend to close this transaction within days. Although this authorization is nominally a restricted license, the license is past the five year date, has been constructed, and control may legitimately pass to AT&T Wireless.

If the parties were required to delay the filing of the transfer of control applications for these authorizations until the third party transactions were closed and ULS updated, the authorizations would appear out of synchronization with the majority of the filings for the proposed merger. This could potentially cause public confusion and could delay the overall processing of a major merger for what are relatively small licenses.

For the foregoing reasons, the parties respectfully request a waiver of Section 1.913(b) of the FCC's rules, 47 C.F.R. §1.913(b), to permit this transfer of control to be filed manually on FCC Form 603. Grant of the requested waiver will further the public interest by permitting the proposed merger transaction to be placed on a comprehensive consolidated public notice, easing the administrative burden on the applicants, the FCC, and the public.

Schedule II(A): TeleCorp Designated Entity License Five Year Build-Out Status

| Call Sign | BTA Name | BTA No. | Blk | Licensee | 5 Yr Filed | File No. |
|-----------|----------------------------------|---------|-----|-----------------------------------|------------|------------|
| KNLF457 | Montgomery, AL | BTA305 | C | AirCom PCS, Inc. | 8/2/2001 | 0000547609 |
| KNLF604 | Anniston, AL | BTA017 | C | AirCom PCS, Inc. | 8/2/2001 | 0000547564 |
| KNLF605 | Birmingham, AL | BTA044 | C | AirCom PCS, Inc. | 8/2/2001 | 0000547573 |
| KNLF606 | Decatur, AL | BTA108 | C | AirCom PCS, Inc. | 8/2/2001 | 0000547596 |
| KNLF607 | Gadsden, AL | BTA158 | C | AirCom PCS, Inc. | 8/2/2001 | 0000547584 |
| KNLF608 | Huntsville, AL | BTA198 | C | AirCom PCS, Inc. | 8/2/2001 | 0000547602 |
| KNLF609 | Tuscaloosa, AL | BTA450 | C | AirCom PCS, Inc. | 8/2/2001 | 0000547616 |
| KNLG908 | Biloxi-Gulfport-Pascagoula, MS | BTA042 | F | DigiCall, Inc. | 10/5/2001 | 0000618774 |
| KNLG918 | Hattiesburg, MS | BTA186 | F | DigiCall, Inc. | 10/5/2001 | 0000618821 |
| KNLG925 | McComb-Brookhaven, MS | BTA269 | F | DigiCall, Inc. | 10/5/2001 | 0000618818 |
| KNLG909 | Bowling Green-Glasgow, KY | BTA052 | F | DigiCom, Inc. | 10/5/2001 | 0000618768 |
| KNLG923 | Louisville, KY | BTA263 | F | DigiCom, Inc. | 10/5/2001 | 0000618826 |
| KNLG912 | Dothan-Enterprise, AL | BTA115 | F | QuinCom, Inc. | 10/5/2001 | 0000618748 |
| KNLG914 | Florence, AL | BTA146 | F | QuinCom, Inc. | 10/5/2001 | 0000618754 |
| KNLG927 | Mobile, AL | BTA302 | F | QuinCom, Inc. | 10/5/2001 | 0000618778 |
| KNLG928 | Montgomery, AL | BTA305 | F | QuinCom, Inc. | 10/5/2001 | 0000618745 |
| KNLG933 | Selma, AL | BTA415 | F | QuinCom, Inc. | 10/5/2001 | 0000618759 |
| KNLF391 | Alexandria, LA | BTA009 | C | TeleCorp Holding Corp. II, L.L.C. | 8/1/2001 | 0000546129 |
| KNLF392 | Lake Charles, LA | BTA238 | C | TeleCorp Holding Corp. II, L.L.C. | 8/1/2001 | 0000546205 |
| KNLF393 | Monroe, LA | BTA304 | C | TeleCorp Holding Corp. II, L.L.C. | 9/21/2001 | 0000599268 |
| KNLF769 | Clinton, IA-Sterling, IL | BTA086 | C | TeleCorp Holding Corp. II, L.L.C. | 9/21/2001 | 0000599274 |
| KNLG208 | Burlington, IA | BTA061 | F | TeleCorp Holding Corp. II, L.L.C. | 10/5/2001 | 0000618427 |
| KNLG228 | Beaumont-Port Arthur, TX | BTA034 | F | TeleCorp Holding Corp. II, L.L.C. | 10/5/2001 | 0000618776 |
| KNLG906 | Baton Rouge, LA | BTA032 | F | TeleCorp Holding Corp. II, L.L.C. | 10/5/2001 | 0000618773 |
| KNLG917 | Hammond, LA | BTA180 | F | TeleCorp Holding Corp. II, L.L.C. | 10/5/2001 | 0000618747 |
| KNLG920 | Houma-Thibodaux, LA | BTA195 | F | TeleCorp Holding Corp. II, L.L.C. | 10/5/2001 | 0000618770 |
| KNLG921 | Lafayette-New Iberia, LA | BTA236 | F | TeleCorp Holding Corp. II, L.L.C. | 10/5/2001 | 0000618792 |
| KNLH393 | Quincy, IL-Hannibal, MO | BTA367 | F | TeleCorp Holding Corp. II, L.L.C. | 10/5/2001 | 0000618638 |
| KNLH626 | Little Rock, AR | BTA257 | F | TeleCorp Holding Corp. II, L.L.C. | 10/5/2001 | 0000618781 |
| KNLH628 | Memphis, TN | BTA290 | F | TeleCorp Holding Corp. II, L.L.C. | 10/5/2001 | 0000618780 |
| KNLH629 | New Orleans, LA | BTA320 | F | TeleCorp Holding Corp. II, L.L.C. | 10/5/2001 | 0000618753 |
| WPOJ806 | Mayagüez/Aguadilla-Ponce, PR | BTA489 | C | TeleCorp Holding Corp. II, L.L.C. | 10/5/2001 | 0000618692 |
| WPOJ822 | Alexandria, LA | BTA009 | C | TeleCorp Holding Corp. II, L.L.C. | 8/1/2001 | 0000546209 |
| WPOJ823 | Beaumont-Port Arthur, TX | BTA034 | C | TeleCorp Holding Corp. II, L.L.C. | 10/5/2001 | 0000618779 |
| WPOJ824 | Jackson, TN | BTA211 | C | TeleCorp Holding Corp. II, L.L.C. | 10/5/2001 | 0000618749 |
| WPOJ825 | San Juan, PR | BTA488 | C | TeleCorp Holding Corp. II, L.L.C. | 10/5/2001 | 0000618725 |
| WPOK622 | Davenport, IA-Moline, IL | BTA105 | C | TeleCorp Holding Corp. II, L.L.C. | 10/5/2001 | 0000618428 |
| WPOK623 | Des Moines, IA | BTA111 | C | TeleCorp Holding Corp. II, L.L.C. | 10/5/2001 | 0000618431 |
| WPOK625 | Dubuque, IA | BTA118 | C | TeleCorp Holding Corp. II, L.L.C. | 10/5/2001 | 0000618405 |
| WPOK631 | Iowa City, IA | BTA205 | C | TeleCorp Holding Corp. II, L.L.C. | 10/5/2001 | 0000618437 |
| WPOK683 | Houma-Thibodaux, LA | BTA195 | C | TeleCorp Holding Corp. II, L.L.C. | 10/5/2001 | 0000618758 |
| WPOK684 | New Orleans, LA | BTA320 | C | TeleCorp Holding Corp. II, L.L.C. | 10/5/2001 | 0000618764 |
| WPOL354 | Lake Charles, LA | BTA238 | C | TeleCorp Holding Corp. II, L.L.C. | 8/1/2001 | 0000546197 |
| WPON423 | Sioux City, IA | BTA421 | C | TeleCorp Holding Corp. II, L.L.C. | 9/25/2001 | Manual |
| WPSI618 | Burlington, IA | BTA061 | C | TeleCorp Holding Corp. II, L.L.C. | 9/25/2001 | Manual |
| WPSI619 | Fort Dodge, IA | BTA150 | C | TeleCorp Holding Corp. II, L.L.C. | 9/25/2001 | Manual |
| WPSI620 | Marshalltown, IA | BTA283 | C | TeleCorp Holding Corp. II, L.L.C. | 9/25/2001 | Manual |
| WPSI621 | Mason City, IA | BTA285 | C | TeleCorp Holding Corp. II, L.L.C. | 9/25/2001 | Manual |
| WPSI622 | Ottumwa, IA | BTA337 | C | TeleCorp Holding Corp. II, L.L.C. | 9/25/2001 | Manual |
| WPOK612 | Bowling Green-Glasgow, KY | BTA052 | C | Tritel C/F Holding Corp. | 10/5/2001 | Manual |
| WPOK614 | Chattanooga, TN | BTA076 | C | Tritel C/F Holding Corp. | 10/5/2001 | 0000634711 |
| WPOK615 | Clarksville, TN-Hopkinsville, KY | BTA083 | C | Tritel C/F Holding Corp. | 10/5/2001 | 0000634567 |
| WPOK616 | Columbus-Starkville, MS | BTA094 | C | Tritel C/F Holding Corp. | 10/5/2001 | 0000634710 |
| WPOK617 | Cookeville, TN | BTA096 | C | Tritel C/F Holding Corp. | 10/5/2001 | 0000634717 |
| WPOK618 | Corbin, KY | BTA098 | C | Tritel C/F Holding Corp. | 10/5/2001 | 0000634698 |
| WPOK620 | Dalton, GA | BTA102 | C | Tritel C/F Holding Corp. | 10/5/2001 | 0000634692 |

Schedule II(A): TeleCorp Designated Entity License Five Year Build-Out Status

| Call Sign | BTA Name | BTA No. | Blk | Licensee | 5 Yr Filed | File No. |
|-----------|--------------------------|---------|-----|-----------------------------|------------|------------|
| WPOK624 | Dothan-Enterprise, AL | BTA115 | C | Tritel C/F Holding Corp. | 10/5/2001 | 0000634691 |
| WPOK626 | Florence, AL | BTA146 | C | Tritel C/F Holding Corp. | 10/5/2001 | 0000634687 |
| WPOK629 | Greenville-Greenwood, MS | BTA175 | C | Tritel C/F Holding Corp. | 10/5/2001 | 0000634583 |
| WPOK634 | La Grange, GA | BTA237 | C | Tritel C/F Holding Corp. | 10/5/2001 | 0000634581 |
| WPOK640 | McComb-Brookhaven, MS | BTA269 | C | Tritel C/F Holding Corp. | 10/5/2001 | 0000634708 |
| WPOK641 | Madisonville, KY | BTA273 | C | Tritel C/F Holding Corp. | 10/5/2001 | 0000634702 |
| WPOK646 | Meridian, MS | BTA292 | C | Tritel C/F Holding Corp. | 10/5/2001 | 0000634694 |
| WPOK647 | Montgomery, AL | BTA305 | C | Tritel C/F Holding Corp. | 10/5/2001 | 0000634689 |
| WPOK649 | Nashville, TN | BTA314 | C | Tritel C/F Holding Corp. | 10/5/2001 | 0000634564 |
| WPOK650 | Natchez, MS | BTA315 | C | Tritel C/F Holding Corp. | 10/5/2001 | 0000634591 |
| WPOK652 | Opelika-Auburn, AL | BTA334 | C | Tritel C/F Holding Corp. | 10/5/2001 | 0000634585 |
| WPOK653 | Owensboro, KY | BTA338 | C | Tritel C/F Holding Corp. | 10/5/2001 | Manual |
| WPOK656 | Rome, GA | BTA384 | C | Tritel C/F Holding Corp. | 10/5/2001 | 0000634579 |
| WPOK663 | Tupelo-Corinth, MS | BTA449 | C | Tritel C/F Holding Corp. | 10/5/2001 | 0000634569 |
| KNLF581 | Milwaukee, WI | BTA297 | C | Wisconsin Acquisition Corp. | 8/2/2001 | 0000547536 |